

that carry the DC power to the CLEC equipment, CLECs order two feeds in order to have a backup in case one goes down. Each feed alone is adequate to carry the maximum power requirements of the collocated equipment. Indeed, Verizon's collocation application requires CLECs to order power in increments of two feeds or sub-feeds (which it refers to as an "A & B feed pair"). See, Verizon Collocation Application, Section IV. <http://www.bell-atl.com/wholesale/html/clec_01/01_17.htm> Thus, in the above example, if a CLEC orders 50 amps of drained power to serve a piece of collocated equipment, it would order two power sub-feeds each with the ability to provide 50 amps at one time. This practice ensures that, should one of the feeds fail, the other feed can carry all the power needed to keep the equipment in operation and the service uninterrupted; the benefit is clear. Under ordinary circumstances, the two feeds each carry only half the actual power used.

The capacity of the feeds does not affect the amount of power drained. For example, a CLEC with equipment that draws 50 amps of power does not increase its power draw merely by having two 50 amp feed each delivering 25 amps of power.

3. *Fuse Protection*

Verizon protects both its own and CLEC equipment, as well as the DC power cabling, by installing a fuse on each feed, typically in 10 amp increments. Established engineering principles call for fusing at some multiple of the expected power drain. Verizon's collocation application states that a collocator's collocation equipment is fused at a rate between 1.25 and 1.5 times the amount of power ordered by collocators (although Verizon almost always uses the 1.5 multiple).

The logic of this practice is familiar to anyone with a home fuse box. If fuses were set at the level of the actual anticipated power drain, they would constantly "pop," disrupting the

circuit continually. Moreover, since the purpose of the fuse is to protect equipment and cabling against sudden, unexpected short-term power surges, it would make little sense to set the capacity of the fuse at the same level as the power regularly to be drawn. Indeed, some engineers believe that fuses are unreliable (i.e., susceptible to being triggered without warning) whenever the power load exceeds 66 percent of a fuse's capacity. Thus, fuses are never selected at the expected drain rate, and, in any event, the size of the fuse does not increase the amount of power that the equipment can draw.

If a CLEC orders 50 amps of power, Verizon typically installs an 80 amp fuse (1.5 times the 50 requested amps, which is rounded up to the next ten amps because fuses come in increments of ten amps). But this has no effect on the amount of power the CLEC has ordered, the amount of power Verizon is obligated to provide or the amount of power the CLEC's equipment actually can or will use.

Comments and Argument

I. THE DEPARTMENT SHOULD INVESTIGATE THE SIGNIFICANCE AND MEANING OF VERIZON'S INSERTION OF THE WORD "LOAD" INTO SECTION 2.2.1.B.

Existing Section 2.2.1.B provides that "Standard – 48V DC power shall be provided per amp per feed." The new Section 2.2.1.B would provide that "Standard – 48V DC power shall be provided per *load* amp per feed." Since the power, or amperage, that equipment in a collocation cage draws (or "drains") is typically referred to as the equipment's "load" and since the term "load amp" is not a standard industry term, it is not obvious what difference Verizon intends between providing power for equipment on a "per amp" basis and on a "per load amp" basis. Although Verizon has provided no explanation of the purpose or intent of the proposed tariff changes, AT&T suspects that Verizon is seeking to justify by this change excessive charges it

has *until now* imposed for DC power. Specifically, AT&T has recently learned that Verizon has not been billing DC power on the basis of the load that the CLEC's equipment in the collocation arrangement can drain. Rather, Verizon has been billing CLECs on the basis of the size of the *fuse* that Verizon chooses to install on the circuit, or "feed," that delivers the power. Because the size of the fuse must be at least 25 percent and often 50 percent larger than the level of power the equipment can drain, the existing power rate has been applied to a higher number of amps than could be drawn by the CLEC, producing substantial overcharges. While now Verizon seemingly wants to appear to charge on the basis of the amount of power the CLEC's equipment is capable of draining, Verizon's addition of the unnecessary word "load" appears to be a surreptitious attempt to justify its prior interpretation of the tariff and protect its prior overcharges.³

AT&T does not oppose allowing the proposed change to Section 2.2.1.B to go into effect on February 11, 2001, pending investigation to confirm that AT&T's understanding of the purpose of the proposed change is correct⁴ and subject to true-up as necessary to ensure that Verizon's billing practices henceforth conform with Department requirements. AT&T's lack of opposition, however, is without prejudice to its position that, given the way that the rate was developed, the rate should have been applied, from the beginning, against the amps that the equipment can drain and not against the size of the fuse.⁵

³ Although Verizon had previously used the term "per fused amp" in Section 2.6.3.C, it did not appear to be the basis of Verizon's charging, since the rate in Part M, Section 5.2 is on a "per amp" basis. Moreover, it was not clear that the term "per fused amp" had any substantive significance. "Per fused amp" is not an industry term of art and, on its face, might mean nothing different from "per amp." Thus, for example, if AT&T orders 40 amps of power and Verizon fuses that order at 60 amps, the equipment amps that have been fused are still 40; they just have fuses with a 20 amp protective zone.

⁴ AT&T's interpretation is supported by other modifications that Verizon is proposing in the January 12 Tariff Filing. In particular, Verizon is proposing to eliminate the term "fused" from the phrase "per fused amp" in Section 2.6.3.C.

⁵ With respect to past overcharges, AT&T will soon file a complaint with the Department seeking their

II. THE DEPARTMENT SHOULD SUSPEND AND INVESTIGATE VERIZON'S PROPOSED CHANGE TO ITS METHOD OF RATE APPLICATION (SECTION 2.6.3.C), IN PARTICULAR ITS ELIMINATION OF THE WORDS "WILL BE BASED ON THE TOTAL POWER PROVISIONED TO THE MULTIPLEXING NODE."

Verizon has proposed several different changes in Section 2.6.3.C, which include both additions and deletions. A summary of those changes is set forth in the red-lined text below:

DC Power — Applies for the provision of – 48V DC protected power required by the CLEC equipment in the multiplexing node. The power is assessed per ~~fused amp provided, and will be based on the total power provisioned to the multiplexing node (greater than 60 amps, or less than or equal to 60 amps).~~ **load amp, per feed requested.** The rate applies according to geographic designations (metro, urban, suburban or rural).

In addition to substituting the term “load” for the term “fused,” Verizon makes two other changes to this provision. Verizon adds the term “per feed requested” which adds little or no new meaning to the provision, at least in the absence of Verizon’s other change. Verizon’s other change makes clear what Verizon is intending to accomplish. Verizon proposes to eliminate the language that would base power charges on “the total power provisioned to the multiplexing node.”

Apparently, Verizon does not want to limit its power charges to the amount of power provisioned, but seeks to charge for power it does not provision. The addition of the term “per feed” in the context of the deletion of the above quoted language suggests that Verizon wants to be able to charge, not only for the amount of power that the requesting CLEC ordered and its equipment can use, but rather for a multiple of that number, based on the number of feeds running between the power source that Verizon provisions for the CLEC and the CLEC’s

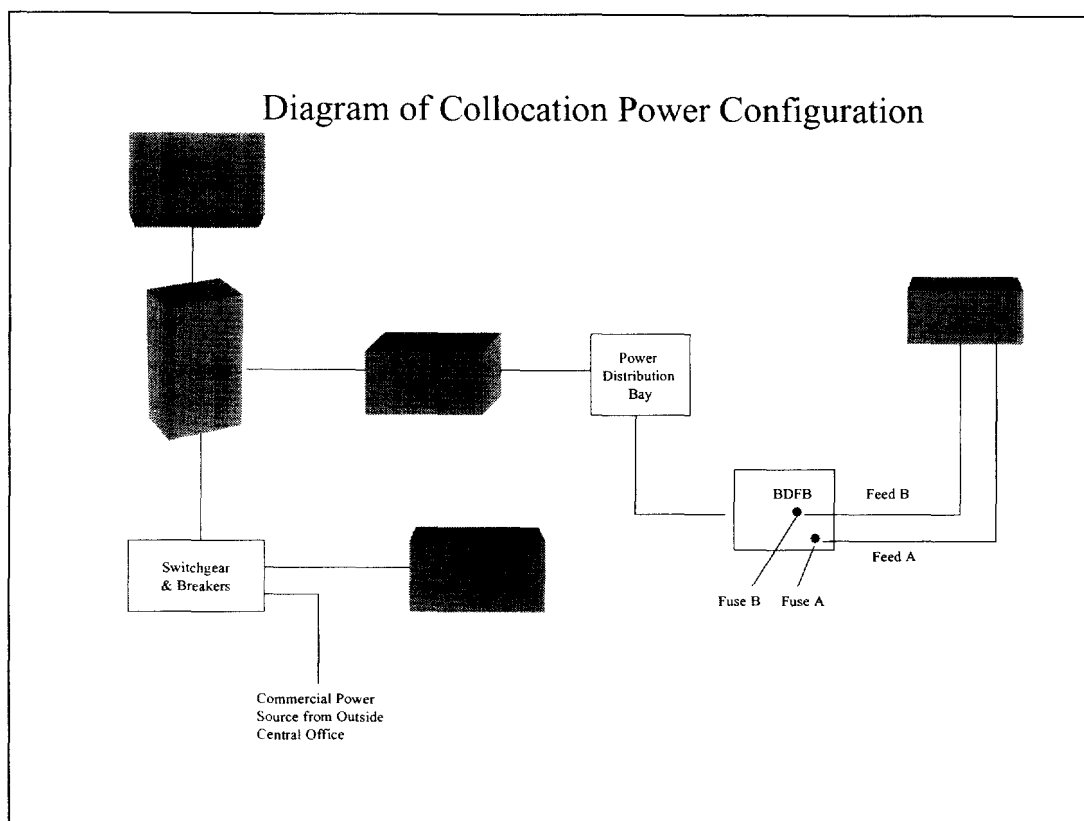
(Continued...)

refund, with interest.

equipment. This would be improper. However, AT&T and Covad have recently discovered that Verizon has already been applying this method of charging for DC power, even without language that would authorize it, and AT&T and Covad will soon file a complaint with the Department for a refund.

Such a billing practice would over-recover Verizon's power costs, given that the power rate was developed on the basis of the amount of power provisioned.⁶ When CLECs order a second, backup feed, they are not doubling the amount of power that Verizon is required to provision. The following is a diagram of a typical power configuration arrangement serving a CLEC collocation site.

⁶ By the amount of power provisioned, AT&T recognizes that when a CLEC orders 50 amps Verizon is obligated to provide, and the CLEC is obligated to pay for 50 amps, whether the CLEC's peak use actually reaches 50 amps or not.



The diagram illustrates that the primary feed (labeled “Feed A”) and the back-up feed (labeled “Feed B”) are redundant only starting at the Battery Distribution Fuse Bay (labeled “BDFB”). There is no redundancy for any of the equipment that appears closer to the power source (labeled as “Commercial Power Source”), which accounts for the majority of the power costs.⁷ In fact, there is back-up power provided via an emergency generator even if the collocator orders only one feed, and Verizon’s rates already include the cost of that generator.

The point of having a back-up feed in such a configuration is merely to ensure the continuous flow of power if a fuse blows at the Battery Distribution Fuse Bay. Plainly, collocators should not pay double the recurring *power charges* (though they should pay the

⁷ Verizon may argue that when a CLEC orders two feeds it is ordering twice the power capacity and therefore Verizon must stand ready to provide twice the power. If that is Verizon’s concern, it is easily obviated. Verizon can change its application to permit CLECs to order maximum power capacity separately from the number

relatively small costs for a second fuse and cable) simply because they have an additional feed cable travelling from the Battery Distribution Fuse Bay to their collocation arrangement (and consequently make *no* additional use of the generation and conditioning elements in the configuration, such as the power plant distribution bay, the emergency generator, the rectifier, the microprocessor, or the switchgear). For these reasons, Verizon's proposal to charge double for DC power in this configuration is not based upon the cost of providing the service, as the Telecommunications Act of 1996 requires. *See* 47 U.S.C. § 252(d)(1)(A).

For the foregoing reasons, AT&T and Covad request that the Department suspend, investigate and deny Verizon's proposal to charge multiple times for the same power, based on the number of feeds.⁸ AT&T and Covad make the request that the Department deny this change to the tariff without prejudice to their position that Verizon has already been illegally charging CLECs more than the cost of power and must refund CLECs such overcharges, with interest.

III. THE DEPARTMENT SHOULD SUSPEND AND INVESTIGATE VERIZON'S PROPOSED ADDITION OF THE INSPECTION, AUDITING AND CERTIFICATION PROVISIONS IN SECTIONS 2.2.3.E. AND 2.2.3.F.

In its January 12 Tariff Filing, Verizon also proposes to add new DC power provisions that give it the right to perform random inspections of actual power load, to charge for its

(Continued...)

of feeds.

⁸ In reviewing the January 12 Tariff Filing, AT&T discovered that Verizon had previously included the term "per feed" in tariff sections relating to the provision of DC power for its Virtual Collocation tariff (*see*, Part E, Section 3.5.9A), its Secured Collocation Open Physical Environment ("SCOPE") tariff (*see*, Section 6.2.1.B.1), its Cageless Collocation Open Environment ("CCOE") tariff (*see*, Section 9.2.1.E), and its Collocation at Remote Terminal Equipment Enclosures ("CRTEE") (*see*, Section 11.2.2.B). Given that Verizon's meaning of the ambiguous term "per feed" is now understood in light of the Verizon's proposal to remove the words "will be based on the total power provisioned to the multiplexing node" from Section 2.6.3.C, the Department should order Verizon to remove the "per feed" language from the other collocation tariffs.

purported costs of conducting such unwarranted inspections, to charge punitive penalties for violation of the related tariff provisions and to require CLECs to submit burdensome notarized certifications of usage annually. These provisions are set forth in Sections 2.2.3.E. and 2.2.3.F. of Part E in Tariff No. 17. Verizon has provided no justification for the imposition of these onerous and costly compliance requirements. The Department should suspend for investigation and, in the absence of sufficient justification from Verizon, deny these provisions.

Given the opportunity that these audit and inspection provisions provide to Verizon for harassing and imposing costs on CLECs, the Department should subject any purported justification that Verizon may offer to considerable scrutiny. Verizon will almost certainly argue that it is subject to the risk that unscrupulous CLECs will install equipment that exceeds the amount of power ordered. Verizon may even produce anecdotal evidence to that effect. Such evidence, even if true, however, does not automatically entitle Verizon to weapons that it can use against compliant CLECs (*e.g.*, random inspections) that run up costs of such CLECs in serving their customers. Nor would such evidence automatically entitle Verizon to such punitive penalty amounts for tariff violations that it forces CLECs to order more power than they need in order to avoid even the remote risk of financially prohibitive penalties. Any investigation of a purported justification offered by Verizon should weigh the benefits against the costs of Verizon's punitive and burdensome compliance provisions.

The Department should not give Verizon the opportunity to impose anticompetitive burdens on its competitors without a well supported justification. In the absence of a compelling justification, the Department should deny Verizon's proposal to add the costly and burdensome auditing and certification requirements in Sections 2.2.3.E. and 2.2.3.F.

Conclusion

For the foregoing reasons, AT&T and Covad request that certain proposed tariff revisions be suspended and investigated and others be allowed to go into effect pending investigation and true-up, as set forth above.

Respectfully submitted,

**AT&T COMMUNICATIONS OF NEW ENGLAND,
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February 1, 2001

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

Complaint of Covad Communications Company and
AT&T Communications of New England, Inc.
Regarding Collocation Power Charges Assessed by
Verizon New England, Inc.

D.T.E. _____

**COMPLAINT BY COVAD AND AT&T REGARDING
HISTORIC OVERCHARGES BY VERIZON FOR COLLOCATION POWER**

In accordance with 220 C.M.R. § 1.04, Covad Communications Company (“Covad”) and AT&T Communications of New England, Inc. – on behalf of itself and its affiliated companies that provide telephony or telecommunications services in Massachusetts, including companies doing business within Massachusetts as AT&T Broadband (collectively “AT&T”) – are aggrieved by unlawful acts of Verizon New England, Inc. (“Verizon”), and therefore file this Complaint to be served upon Verizon and decided by the Department of Telecommunications and Energy (“Department”).

Summary of the Case.

1. This is an action by Covad and AT&T (collectively, the “Complainants”) for a declaration by the Department that Verizon failed to charge the filed rate for DC power provided to collocating carriers under Verizon’s D.T.E. Tariff No. 17 (“Tariff 17”). Verizon, by interpreting the language of Tariff 17 in a manner that is inconsistent both with the plain language of the tariff and with prior Orders of the Department, has over-charged collocating CLECs for DC power by more than 200 percent. Complainants respectfully request that the

Department order Verizon to refund the over-charge, with interest, and cease and desist from such illegal activity in the future.

2. The problem of Verizon overcharging for collocation power first came to light in other jurisdictions. AT&T entered into a settlement agreement with Verizon concerning this issue with respect to the states in the old Bell Atlantic-South region. The original settlement agreement was signed on or about November 8, 2000, and a revised settlement agreement was signed on or about December 8, 2000. On January 17, 2001, after discussions with Verizon failed to resolve the issue in New York, Covad and AT&T filed a complaint to stop this practice in New York.

3. Verizon anticipated the filing of a similar complaint in Massachusetts, and responded by unilaterally proposing new tariff language in a filing made on January 12, 2001. For reasons addressed in more detail in Complainants forthcoming request for reconsideration of that tariff, Verizon's new tariff language may not fully solve the overcharging issue with respect to future charges assessed by Verizon. In particular, and as discussed below in more detail, it appears that Verizon may be intending to continue its improper practice of inflating collocation power charges based on the number of backup power feeds that are ordered, even where the addition of a backup feed in no way increases the amount of DC power ordered by the CLEC. This would be improper, and would be inconsistent with Verizon's representation in its February 1, 2001, letter to the Department that under the new tariff language Verizon intends to apply "the DC power charge so that it applies only to the number of amps requested by a CLEC."

4. In any case, Verizon's new tariff language will at best address future charges for collocation power. The new tariff language does nothing to refund the substantial amounts that Verizon improperly and unlawfully forced Complainants and other CLECs to pay for collocation

power up to now in Massachusetts. As explained below, Verizon's charges for DC power to collocation facilities have exceeded the amount permitted under the applicable tariff, and have exceeded the rates approved by the Department in the *Consolidated Arbitrations* docket.

Factual Background.

Parties

5. Covad and AT&T are certificated competitive local exchange carriers ("CLECs") in the Commonwealth of Massachusetts.

6. Complainants collocate telecommunications equipment in Verizon's central offices pursuant to 47 U.S.C. § 251(c)(6).

DC Power Requirements

7. CLECs which collocate equipment in Verizon's central offices in Massachusetts pay rates and charges *inter alia* pursuant to the terms of Part E, Sections 1, 2 and 9 of Tariff M.D.T.E. No. 17.

8. As part of that process, and pursuant to the terms of that Tariff, CLECs order and Verizon contracts to provide -48V DC power that is used to operate multiplexers, digital subscriber line access multiplexers ("DSLAMs"), and other telecommunications equipment. Complainants order DC power for their collocated equipment based on the highest amount of amperage that such equipment may drain, where power "drain" is the amount of power that a piece of equipment actually can use.

9. The ordering process is well understood and subject to clear engineering principles and guidelines. CLECs identify the maximum power that the equipment they will collocate will draw. Power drainage is measured in amps and is ordered from Verizon on this "drained amp" basis. *See Verizon Collocation Application, Section IV.*

Backup Feeds

10. Regardless of the amount of drained amps CLECs order (and Verizon is obliged to have sufficient capacity to provide), many CLECs request two “feeds,” which are the electric conduits that carry the DC power to the CLEC equipment. CLECs order two feeds in order to have a backup in case one goes down. Each feed alone is adequate to carry the maximum power requirements of the collocated equipment. Indeed, Verizon’s collocation application requires CLECs to order power in increments of two feeds or sub-feeds (which it refers to as an “A & B Feed Pair”). *See* Verizon Collocation Application, Section IV (“When indicating the number of feeds required, a quantity of “1” equals one A & B Feed Pair.”). A copy of Verizon’s current Collocation Application is attached hereto, at Tab A. It is also currently available at:

<<http://www.bell-atl.com/wholesale/html/word/colloapp120100.doc>>

11. Thus, for example, if a CLEC orders 50 amps of drained power to serve a piece of collocated equipment, it would order two power sub-feeds each with the ability to provide 50 amps at one time. This practice ensures that, should one of the feeds fail, the other feed can carry all the power needed to keep the equipment in operation and the service uninterrupted; the benefit is clear. Under ordinary circumstances, the two feeds each carry only half the actual power used.

12. The capacity of the feeds does not affect the amount of power drained. For example, a CLEC with equipment that draws 50 amps of power does not increase its power draw merely by having two 50 amp feeds each delivering 25 amps of power.

Fuse Protection

13. Verizon protects both its own and CLEC equipment, as well as the DC power cabling, by installing a fuse on each feed, in 10 amp increments. Established engineering principles call for

fusing at some multiple of the expected power drain. Verizon's collocation application states that a collocator's collocation equipment is fused at a rate between 1.25 and 1.5 times the amount of power ordered by collocators (although Verizon almost always uses the 1.5 multiple).

14. The logic of this practice is familiar to anyone with a home fuse box. If fuses were set at the level of the actual anticipated power drain, they would constantly "pop," disrupting the circuit continually. Moreover, since the purpose of the fuse is to protect equipment and cabling against sudden, unexpected short-term power surges, it would make little sense to set the capacity of the fuse at the same level as the power regularly to be drawn. Indeed, some engineers believe that fuses are unreliable (i.e., susceptible to being triggered without warning) if the power load exceeds 66 percent of a fuse's capacity. Thus, fuses are never selected at the expected drain rate. Importantly, the size of the fuse does not increase the amount of power that the equipment can draw.

15. If a CLEC orders 50 amps of power, Verizon typically installs an 80 amp fuse (1.5 times the 50 requested amps, which is rounded up to the next ten amps because fuses come in increments of ten amps). But this has no effect on the amount of power the CLEC has ordered, the amount of power Verizon is obligated to provide or the amount of power the CLEC's equipment actually can or will be able to use.

Verizon's Excessive Charges for DC Power

16. To date, it has been Verizon's practice to charge CLECs requesting DC power based upon the size of the fuses and the number of sub-feeds requested without regard to whether the collocator requested that much power or actually could use it. For instance, if a CLEC requests 50 drained amps of power, Verizon will charge the CLEC for 160. That is, Verizon will assume

that each feed is fused at 80 amps and that the collocator uses 80 amps from each feed for a total of 160 amps.

The Verizon Tariff

17. Verizon's historic practice of charging for DC power based upon the size of the fuses and the number of sub-feeds requested is contrary to numerous provisions in its previously applicable tariffs. Furthermore, as described below, Verizon's past practice of charging "per fused amp" is inconsistent with the collocation power charges approved by the Department.

18. The following tariff provisions concerning collocation power were in effect prior to the effective date of Verizon's January 12, 2001, tariff filing.

19. Verizon charged for DC power under Part M, Section 5.2.3 of Tariff 17. Therein, Verizon stated that all of its DC power charges are assessed "Per amp, per feed."

20. Part E, Section 2.2.1.B of Tariff 17, which sets forth terms and conditions for physical collocation, stated that: "Standard -48V DC power shall be provided per amp per feed."

21. Part E, Section 2.6.3.C of Tariff 17, which deals with application of rates and charges for physical collocation, stated that:

"DC Power – Applies for the provision of -48V DC protected power required by the CLEC equipment in the multiplexing node. The power is assessed per fused amp provided, and will be based on the total power provisioned to the multiplexing node (greater than 60 amps, or less than or equal to 60 amps). The rate applies according to geographic designations (metro, urban, suburban or rural)."

22. Part E, Section 9.2.1.E of Tariff 17, which sets forth terms and conditions for cageless collocation, stated that:

"The Telephone Company will provide -48V DC power (per amp, per feed), battery and generator backup power, heat, air conditioning and other environmental support in connection with the CLEC's equipment in the same manner it provides such support items in connection with its own transmission equipment within that central office."

23. Part E, Section 9.4.10.A, which deals with the application of rates and charges for cageless collocation, stated that: “DC Power – The monthly 60 amp or less DC power rate applicable for collocation applies.”

Claims by Complainants.

Verizon’s Power Charges Exceed Its Tariffed Rates

24. It is not lawful for Verizon to charge CLECs DC power rates based either upon the size of the fuse needed or the number of sub-feeds serving the same piece of equipment. Under the filed rate doctrine, Verizon may charge only its filed rates. In this case, Verizon’s filed DC power rates do not permit it to charge for more than the drained amps that CLECs request.

25. First, the plain language of Tariff 17 does not support Verizon’s practice of charging CLECs for DC power based upon the size of the fuse. The words “Per amp, per feed” reasonably means per amp provided to the requesting CLEC, not the number of amps for which the fuse on a particular feed is rated. If there is any doubt on this point, Part E, Section 2.6.3.C of Tariff 17 clarifies that “[t]he power . . . will be based on the total power provisioned to the multiplexing node.” By using the words “total power provisioned,” which are in the past tense, the tariff makes clear that CLECs are to be billed for the power that is actually sent to the collocation arrangement, not for some additional increment of power that conceivably could be sent. Thus, the tariff does not permit Verizon to charge CLECs for power that the feeds theoretically handle. The tariff permits Verizon to charge only for the power that the feeds actually deliver.

26. Second, the plain language of Tariff 17 does not permit Verizon to double DC power charges merely because a CLEC requests, in the words of Verizon’s collocation application, an “A&B Feed pair” to serve a single piece of equipment. To reiterate, Tariff 17 allows Verizon to

charge for DC power “Per amp, per feed.” While Verizon evidently believes that an “A&B Feed Pair” is a single feed, given that Verizon’s own collocation application will allow CLECs to order nothing less than that, it also clear that Tariff 17 treats two feeds serving a piece of equipment the same as one. Part E, Section 2.6.3.C of Tariff 17 states that: “[t]he power . . . will be based on the total power provisioned to the multiplexing node.” Therefore, whether a CLEC orders 40 drained amps over one feed or 40 drained amps to be spread equally over two feeds (as Covad and AT&T do), Verizon may only charge for 40 amps, *not 80*, as it currently does.

27. Even if Tariff 17 were presumed ambiguous, it would have to be construed against Verizon, the drafter.

Verizon’s Power Charges Are Inconsistent With Its Collocation Cost Study

28. Furthermore, the excessive DC power charges that Verizon has been assessing are also inconsistent with the cost study that served as the basis for the DC power rates approved by the Department in the *Consolidated Arbitrations* docket.

29. The DC power charges proposed by Verizon, and approved by the Department, for collocated equipment were calculated per amp of power supplied to the CLEC.

30. In the Phase 4-G Order approving Verizon’s proposed charges for collocation power, the Department approved a “cost per DC amp” that was “derived to charge collocators for power according to their specific amperage requirement,” where “the level of power demanded is determined by the collocator based on the equipment that collocator decides to put in the cage.” *Consolidated Arbitrations* Docket, Phase 4-G Order at 17-18 (June 11, 1998).

31. Because Verizon has charged far in excess of the amperage requested to power collocated equipment, its DC power charges are inconsistent with and violate the Department’s Phase 4-G Order.

32. The Department's findings are entirely consistent with the evidence presented by Verizon in support of its proposed collocation power costs. As Verizon's collocation power witness explained, the DC power charge approved by the Department was intended to allocate the costs of a central office power plant per amp of power actually used by a collocator. On cross-examination, this witness (Robert Grenier) explained as follows:

Q. So by breaking down the investment into --

A. Per-amp investment.

Q. -- per amp, you can distribute some costs in accordance with how many amps a given collocator is using?

A. Whatever they wish to purchase, yes.

Grenier, *Consolidated Arbitrations* Docket, Tr. Vol. 16 at 16-17 (April 29, 1997).

33. Verizon's cost support for the DC power rates, presented in the *Consolidated Arbitrations* Docket, contemplated that CLECs would be charged for drained amps ordered, and neither by the size of the fuse on a particular power feed, nor the maximum number of amps that two sub-feeds could provide simultaneously (even if the collocator's equipment could not use that much power). According to Verizon's collocation power cost witness: "The DC power per-amp cost that is assessed the collocator in the collocation-cost study is intended to determine the cost of those investments necessary to produce a TELRIC power plant and to serve DC power per amp to a collocator." Grenier, *Consolidated Arbitrations* Docket, Tr. Vol. 29 at 12 (Feb. 3, 1998).

Causes of Action.

34. In charging collocators for DC power based upon the size of the fuse on individual power feeds, Verizon has violated the terms of Tariff 17 and the filed rate doctrine.

35. In doubling the DC power charges of collocators merely because there are two power feeds or, in Verizon's words, an "A&B Feed Pair" serving a particular piece of equipment, Verizon has violated the terms of Tariff 17 and the filed rate doctrine.

36. Verizon's actual charges for DC power have not been based upon the cost of providing the service, as the Telecommunications Act of 1996 requires. *See* 47 U.S.C. § 252(d)(1)(A).

Prayer for Relief.

WHEREFORE, based upon the foregoing, Complainants hereby request that the Department:

1. Order Verizon to refund all over-charges of DC power rates under Tariff 17 (described above) since these rates first took effect, with interest;
2. Order Verizon to cease and desist from such illegal action in the future; and
3. Provide such other relief as the Department may deem to be just and appropriate.

Respectfully submitted,

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February 22, 2001.